

COUNTRY SUPPLEMENT (SINGAPORE)

1. INTRODUCTION

1.1 These are the supplementary terms and conditions (the "Country Supplement") applicable to any Service provided from or in the relevant jurisdiction specified below. The terms contained in this Country Supplement are supplementary to any term contained in the Standard Terms. Unless the context requires otherwise, all capitalised expressions used in the Standard Terms shall have the same meaning given to them in this Country Supplement.

2. SINGAPORE

The terms and conditions in this paragraph shall be applicable to any Service provided from or in Singapore.

2.1 Except for any Maybank Member, our Representatives and our Agents, any other person who is not a party to any Agreement shall not have any right under the Contract (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any provision of any Agreement. Notwithstanding any term of an Agreement, the consent of any person who is not a party to such Agreement is not required to rescind or vary such Agreement.

2.2 The Monetary Authority of Singapore (the "MAS") has issued certain Internet Banking and Technology Risk Management Guidelines which sets out (amongst others) certain requirements on us as a bank to play a proactive role in educating customers on the benefits and risks of online financial services and products offered via the internet or other computer networks. Please refer to our website for details of such risks before using any of our Electronic Banking Service. In particular, we may introduce new operating features or functions, particularly relating to security, integrity and authentication, and if we do so, we shall provide you with sufficient instruction and information to be able to properly utilise such features or functions. In such event, you agree that you shall read such instruction and information to familiarise yourself with the same.

2.3 The MAS has also issued a notice to banks regarding the Prevention of Money Laundering and Countering the Financing of Terrorism which requires banks licensed by the MAS to conduct various customer due diligence checks to ensure compliance with such notice. You agree that you shall provide us with such information as we may require from time to time regarding any customer verification which we may reasonably require for us to comply with our obligations under such notice.

2.4 The following Clauses shall be inserted in Clause 6 (Cheque Outsourcing) of the Payment Service Supplement:-

6.7 Cheque Issuance Account

(a) If we so require, you agree to open and maintain an account (the "Cheque Issuance Account") with us to be used solely for the Cheque Outsourcing Service. The Cheque Issuance Account shall be a non-interest bearing and non-chequing account. We may close the Cheque Issuance Account (i) at any time for any reason by providing you with reasonable notice; or (ii) upon the termination of the Cheque Outsourcing Service.

(b) You agree that all instructions in relation to the Cheque Issuance Account shall be given by us solely without any reference to or further authority from you and without any enquiry by you as to the justification for or validity of such instruction. You irrevocably authorise us to credit and/or debit any monies to/from and operate any service relating to the Cheque Issuance Account at our own discretion to facilitate the provision of the Cheque Outsourcing Service. In particular, we shall use the Cheque Issuance Account to fund the payment of any Payment Instrument issued pursuant to this Cheque Outsourcing Service. You will not be permitted to deposit and/or withdraw any amount from the Cheque Issuance Account and you agree that we may disregard or refuse to process any instruction which you give us in relation to the Cheque Issuance Account contrary to the above, unless we agree otherwise.

(c) You irrevocably authorise us to debit from any Account you designate (the "Funding Account") and transfer to the Cheque Issuance Account such amounts needed to meet the payment of all Payment Instruments which you instruct us to issue pursuant to the Cheque Outsourcing Service in full. If there are insufficient funds in the Funding Account for this purpose, we may at our own discretion: (i) dishonour the Payment Instrument; or (ii) proceed to debit from the Funding Account, which may cause the Funding Account to be overdrawn. If the Funding Account is overdrawn, you shall immediately direct such funds needed to the Funding Account to ensure that the account is no longer overdrawn. You also agree to pay for such interest that will accrue on the overdrawn amount at such rate as may be determined by us and such other customary bank charges which we may impose from time to time.

(d) No account statements will be provided to you in respect of the Cheque Issuance Account.

2.5 Clause 14.3 of the Standard Terms shall be deleted in its entirety and replaced with the following:

"We shall treat all information you provide and which we have on you as confidential.

You consent to and agree that, and (where relevant) shall procure that all Relevant Individuals consent to and agree that : (a) we (and/or any Maybank Member that we have disclosed any information pursuant to this paragraph) may collect, use and disclose any information we have on you (and the Relevant Individuals) (i) to any other Maybank Member; (ii) any associated corporation of any Maybank Member; (iii) to any of our or any Maybank Member's Agent or Representative; (iv) to our or any Maybank Member's service provider or professional advisor, who is under a duty of confidentiality in respect of such information; (v) to any actual or potential participant or transferee of our rights or obligations under any Agreement (or any of their agents or professional adviser provided that they are under a duty of confidentiality in respect of such information); (vi) to any credit agency, debt collection agency, association of banks or similar industry body; (vii) to the extent the information is personal data, to the persons identified in our Data Protection Policy; or (viii) if required by law, regulation or any Governmental Agency; and (b) our or any Maybank Member's service provider may disclose such information if required by law, regulation or any Governmental Agency."

2.6 The following shall be inserted as Clause 14.4 of the Standard Terms:

"If any Relevant Individual should withdraw their consent to any or all use of their personal data, depending on the nature of the withdrawal request, we may not be in a position to provide you with the Services that you applied for. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under these Standard Terms, and we may, without prejudice to Clause 10.2, immediately and without notice to you, terminate the Services and any and all Agreements between us without prejudice to our other rights and remedies at law against you."

2.7 The following shall be inserted as Clause 14.5 of the Standard Terms:

"To the extent that the Relevant Individuals are providing their personal data to us through you in connection with the Services, you acknowledge and agree that you are responsible for ensuring, and you shall ensure, that each Relevant Individual consents to the collection, use, disclosure and/or processing of their personal data by us and our Agents for purposes set out in the Data Protection Policies, which we may update from time to time. You shall furnish each Relevant Individual with a copy of the terms that apply to any Account or Service and the aforesaid Data Protection Policies."

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2.8 The following shall be inserted as Clause 14.6 of the Standard Terms:

“You confirm that you have read, fully understand and accept the terms relating to the collection, use and disclosure of the relevant information (including personal data) as set out in these Standard Terms, the Data Protection Policies, and any Agreement relating to an Account and/or Service.”

2.9 The following shall be inserted as Clause 14.7 of the Standard Terms:

“For the purposes of this Clause 14:-

“Relevant Individuals” means each individual whose personal data has been provided to us (including each Authorised Person and Authorised User) pursuant to any document(s) submitted by you to us from time to time.

“Data Protection Policies” means policies, circulars, notices or guidelines governing our collection, use and/or disclosure of personal data, including our Data Protection Policy available *inter alia* at www.maybank2u.com.sg , which we may update from time to time.”